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ILLINOIS COMMERCE COMMISSION

**GTE NORTH, INCORPORATED AND
GTE SOUTH, INCORPORATED
and ILLINOIS BELL TELEPHONE COMPANY
(Ameritech Illinois)**

**Joint Petition for Approval of Negotiated
Interconnection Agreement dated January 1, 1999,
pursuant to 47 U.S.C. §§ 252 (a)(1) and 252(e)**

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ILLINOIS
COMMERCE COMMISSION

**JOINT PETITION FOR APPROVAL
OF NEGOTIATED INTERCONNECTION AGREEMENT
BETWEEN GTE NORTH INCORPORATED
AND GTE SOUTH INCORPORATED
AND AMERITECH ILLINOIS**

Joint Petitioners, GTE North, Incorporated and GTE South, Incorporated and Illinois Bell Telephone Company ("Ameritech Illinois"), hereby file the attached interconnection agreement dated January 1, 1999 (the "Agreement") between GTE North, Incorporated and GTE South, Incorporated ("GTE") and Ameritech Illinois for review and approval by the Commission pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 (the "Act") (47 U.S.C. §§ 252 (a)(1) and 252(e). For their Joint Petition, GTE and Ameritech Illinois state as follows:

1. The Agreement has been arrived at through good faith negotiations between the parties as contemplated by Section 252(a)(1) of the Act and addresses Illinois Intrastate/IntraMSA Toll Provider to Toll Provider compensation.
2. As contemplated by Section 252(e)(2) of the Act, the Agreement does not discriminate against any telecommunications carrier not a party to the Agreement and the implementation of the Agreement will not be inconsistent with the public interest,

convenience and necessity. Ameritech Illinois provides the attached statement in support and verified statement of Paul Monti.

3. In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this submission.

4. Copies of the agreement are available for public inspection in Ameritech Illinois' public offices.

WHEREFORE, Joint Petitioners GTE and Ameritech Illinois respectfully request that the Commission approve the Agreement in accordance with Section 252(e) of the Act as soon as possible.

Dated this 9th day of March, 2000

AMERITECH ILLINOIS



Mark Kerber
Ameritech Services, Inc.
225 West Randolph Street, 27D
Chicago, Illinois 60606
312-727-7140
Counsel

GTE NORTH, INCORPORATED AND
GTE SOUTH, INCORPORATED



John E. Rooney/Michael Guerra
Hopkins & Sutter
Three First National Plaza
Chicago, Illinois 60602
312 558-5152
Counsel for GTE North, Incorporated and
GTE South, Incorporated

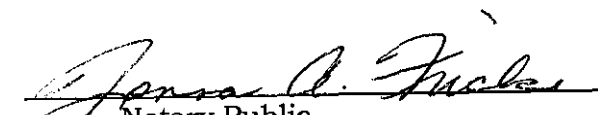
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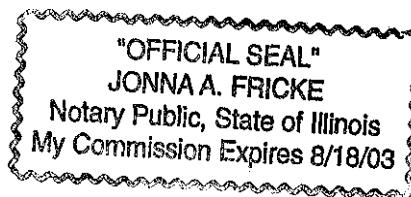
VERIFICATION

JAMES R. HARGRAVE, being first duly sworn, states on oath that he is Assistant Vice President of Regulatory & Governmental Affairs of GTE Service Corporation, and that the facts stated in the foregoing Joint Petition for Approval of Negotiated Agreement are true to the best of his knowledge, information and belief.


James R. Hargrave

Subscribed and sworn to before me
this 3rd day of March, 2000.


Notary Public



STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

GTE NORTH, INCORPORATED AND)	
GTE SOUTH, INCORPORATED)	
and ILLINOIS BELL TELEPHONE COMPANY)	
(Ameritech Illinois))	00 - _____
)	
Joint Petition for Approval of Negotiated)	
Interconnection Agreement dated January 1, 1999,)	
pursuant to 47 U.S.C. §§ 252 (a)(1) and 252(e))	

STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Paul Monti, am Director, Sales and Services for Ameritech Information Industry Services, and submit this Statement in support of the Joint Petition for Approval of a Negotiated Interconnection Agreement between. GTE North, Incorporated and GTE South, Incorporated and Ameritech Illinois.

The attached agreement (the "Agreement") between GTE North Incorporated and GTE South Incorporated ("GTE") and Illinois Bell Telephone Company ("Ameritech Illinois") was reached through voluntary negotiations between the parties. Accordingly, GTE and Ameritech Illinois are requesting approval pursuant to Sections 252(a)(1) and Section 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the "Act").

The Illinois ~~Intrastate~~/IntraMSA Toll Provider to Toll Provider Agreement includes:

- Section 1, Scope of Agreement, specifies terms and conditions for compensation
- ◆ Section II, Definitions, Toll Provider- A Local Exchange Carrier (LEC), Terminating IntraMSA Access Compensation (TIAC)-A compensation plan under which each LEC has the option to file its own toll tariff in order to be a TP to its end users. TIAC Industry Baseline Specifications- a set of technical

specifications, jointly ~~drafted~~ by the Illinois LEC industry.

- ◆ Section III, Baseline Specifications, Each Party will compensate the other for the use of the other's facilities to terminate calls at the terminating Party's approved Intrastate Switched Access Tariff rates.
- ◆ Section IV, Relationship of Parties, the Parties are not partners and nothing contained in this Agreement creates a partnership between the Parties.
- ◆ Section V, Amendments and Modifications, by mutual agreement in writing, the Parties may amend, modify, add or delete Section of this Agreement
- ◆ Section VI, Confidentiality
- ◆ Section VII, Indemnification
- ◆ Section VIII, Limitation of Liability
- ◆ Section IX, Governing Law
- ◆ Section X, Assignment
- ◆ Section XI, Monthly Settlements and Compensation
- ◆ Section XII, Dispute Resolution
- ◆ Section XIII, Audits and Examinations
- ◆ Section XIV, No Rights to Third Parties
- ◆ Section XV, Credit Card, Collect, and Third Number Calls
- ◆ Section XVI, Term, the agreement shall begin on January 1, 1999 and continue in force thereafter unless terminated by, either party by written notice, an ICC Order or order from a court of competent jurisdiction.
- ◆ Section XVII, Notices given by one Party to the other under this Agreement shall be in writing and shall be delivered personally, express mail, certified mail or first class US mail, postage prepaid.
- Section XVIII, Survival
- ◆ Section XIX, Entire Agreement
- ◆ Section XX, Disclaimer

The Agreement meets all the requirements of the Act and the Commission should approve it.

STATE OF ILLINOIS

COUNTY OF COOK

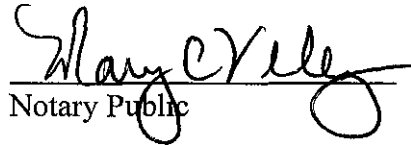
VERIFICATION

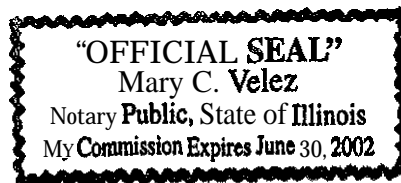
Paul Monti, being first duly sworn, states on oath that he is Director - Sales and Service for Ameritech Information Industry Services, and that the facts stated in the foregoing Joint Petition for Approval of Negotiated Interconnection Agreement and Statement in Support of Joint Petition for Approval are true and correct to the best of his knowledge, information and belief.


Paul Monti

Subscribed and sworn
to before me this

9 day of March, 2000


Notary Public



ILLINOIS INTRASTATE/INTRAMSA TOLL PROVIDER TO TOLL PROVIDER AGREEMENT

This Agreement is by and between Illinois Bell Telephone Company dba Ameritech Illinois and GTE North, Incorporated, and GTE South, Incorporated, who are Toll Providers, operating under the laws of the State of Illinois (herein called "The Parties", "Toll Providers", or "GTE" and "Ameritech").

SECTION I SCOPE OF THE AGREEMENT

This Agreement specifies the terms and conditions whereby GTE and Ameritech will compensate each other for terminating Intrastate IntraMSA Switched Telecommunications Services.

SECTION II DEFINITIONS

Toll Provider (TP) - A Local Exchange Carrier (LEC) that has established a toll tariff for providing Intrastate IntraMSA toll services.

Terminating IntraMSA Access Compensation (TIAC) - A compensation plan under which each LEC has the option to file its own toll tariff in order to be a TP to its end users. Under this plan, TPs compensate each other for terminating intrastate intraMSA switched message traffic. Illinois Intrastate IntraMSAs are: 358 Chicago, 360 Rockford, 364 Sterling, 366 Forrest, 368 Peoria, 370 Champaign, 374 Springfield, 376 Quincy and 362 Cairo.

TIAC Industry Baseline Specifications (Baseline Specifications) - A set of technical specifications that were jointly drafted by the Illinois LEC industry. The specifications specifically identify the types of calls to be included in the TIAC plan and explain how access charges are to be calculated. The specifications also contain the data processing guidelines.

SECTION III BASELINE SPECIFICATIONS

The Parties have adopted and will comply with the Baseline Specifications. Each Party will compensate the other for the use of the other's facilities to terminate calls at the terminating Party's approved Intrastate Switched Access Tariff rates.

SECTION IV RELATIONSHIP OF PARTIES

The Parties are not partners and nothing contained in this Agreement creates a partnership between the Parties. Each Party will perform its obligations hereunder as an independent contractor and not as the agent or employee of any other Party. No Party, nor any personnel furnished by such Party, will be deemed employees or agents of any other Party. Each Party retains the rights to exercise full control of and supervision over its own performance of the obligations under this Agreement.

SECTION V AMENDMENTS AND MODIFICATIONS

By mutual agreement in writing, the Parties to this Agreement may amend, modify, add or delete Sections of this Agreement.

SECTION VI CONFIDENTIALITY

Each Party shall protect the confidentiality of information provided by the Other Party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purposes of this Agreement and shall not disclose it to anyone except its employees or agents who have a need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, is received from a third party free to disclose it, is independently developed by the receiving party or is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon its request.

SECTION VII INDEMNIFICATION

Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand if the indemnifying party has not approved the settlement in advance unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing, and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

SECTION VIII LIMITATION OF LIABILITY

Except for the indemnity provisions of this Agreement, each Party's liability whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the Parties may recover for the services for the months during which the claim of liability applies. Under no circumstances shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data.

SECTION IX GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

SECTION X ASSIGNMENT

Any assignment of any right, obligation or duty, in whole or in part or of any other interest hereunder, by any Party without the written consent of the other Party, which consent will not be unreasonably withheld, is void. Notwithstanding the foregoing, either Party may assign this Agreement, in whole or in part, to any of its affiliates, parent or subsidiaries. Upon such assignment and assumption of liability thereto by the assignee, the assignor shall be discharged of any liability under this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

SECTION XI MONTHLY SETTLEMENTS AND COMPENSATION

The originating Toll Provider will send the summarized terminating data to the terminating Toll Provider within seven (7) calendar days after the monthly cut-off date. The terminating Toll Provider will render a terminating access invoice to the originating Toll Provider within seven (7) calendar days after the receipt of the summarized terminating data. The originating Toll Provider will pay the terminating access invoice within forty-five (45) calendar days after the monthly cut-off date. The agreed upon monthly cut-off date for invoicing purposes is the 20th (twentieth) calendar day of the month. Interest on payments not received in immediately available funds by the due date will apply as set forth in the terminating Toll Provider's Intrastate Switched Access Tariff, except that interest shall not be due on invoiced amounts that have been disputed by the originating Toll Provider, until such time as the dispute has been resolved.

SECTION XII DISPUTE RESOLUTION

All claims from one TP to the other TP shall be made in writing. Claims must be set forth with specificity and the actual amount of the dispute or a reasonable estimate thereof shall be part of the written notice. The TP receiving the claim shall respond in writing thirty days from receipt of the claim and the Parties shall use their best efforts to resolve the dispute no later than 90 days from the date of the claim.

SECTION XIII AUDITS AND EXAMINATIONS

Both Parties to this Agreement shall have the right to audit or examine the records, data, documents, procedures, and systems that were used by the other Party to prepare the monthly invoices and the mechanized data exchange under the provisions of this Agreement.

1. Definitions

a. Examination -An Examination shall constitute an inquiry on a single issue or a specific topic. By way of illustration only, and not by way of limitation, an Examination may consist of any inquiry into any of the following: minutes of use billed for a specific end office; minimum monthly charges; development of factors used in access billing; interconnection points; percent of facility ownership; etc.

b. Audit - An audit is broader than an examination and *may* encompass multiple departments and multiple services, relating to both (i) amounts subject to billing for the Parties, and (ii) the charges to the Parties for services provided.

2. Notice and Frequency

a. Upon thirty (30) days written notice for Examinations and forty-five (45) days written notice for Audits, or shorter periods as the Parties may mutually agree upon in writing, the Parties or their authorized representatives shall have the right to commence an Audit or Examination during normal business hours. The notice of Audit or Examination shall identify the date upon which it is to commence, the location, the representatives, the subject matter of the Audit or Examination, and the materials to be reviewed. The notice shall be directed to the other Party's representative.

b. Not more than one Audit may be conducted in any twelve (12) month period. Examinations may be conducted as necessary, without limitations on their frequency, provided, however, that each party shall act reasonably and Examinations shall not be used to circumvent the frequency restrictions on Audits.

3. Results

a. Results and/or findings of the Audit or Examination shall be reported in writing, within sixty days after completion of the Audit/Examination, to the Party being reviewed.

b. Responses to the findings of the Audit or Examination, if required, shall be made in writing, within (30) days by the Party being reviewed.

c. The period over which retroactive adjustments to correct for errors or omissions shall be limited to two (2) years from the date of discovery or the actual period during which the errors or omissions occurred, whichever is less.

4. Responsibility for Expense

The Party requesting the Audit or Examination shall be responsible for any Auditor or Examiner fees. Expenses incurred by the other Party to respond to such Audit or Examination shall be the responsibility of the other Party.

SECTION XIV
NO RIGHTS TO THIRD PARTIES

This Agreement shall not be deemed to provide third parties with any remedy, claim, cause of action, or other right against either of the Parties.

SECTION XV
CREDIT CARD, COLLECT, AND THIRD NUMBER CALLS

Billing and Collection (B&C) Rates. The TP that performed the billing function for an Intrastate IntraMSA credit card, collect, or third number call will be compensated by the originating TP at the rate of \$.08 per message.

SECTION XVI
TERM

This Agreement shall begin on January 1, 1999 and shall continue in force thereafter unless terminated by: 1) either Party upon 180 days prior written notice; 2) an Illinois Commerce Commission Order; or 3) an order from a court of competent jurisdiction. In addition, either Party may terminate this Agreement upon 30 days prior written notice if the other Party fails to perform its obligations under this Agreement, provided that the non-breaching Party provides the breaching Party with a detailed written notice of the breach and the breaching Party fails to cure the breach within the 30-day period.

SECTION XVII
NOTICES

Notices given by one Party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class US mail postage prepaid and addressed to the respective parties as follows:

For Ameritech:
Director, Usage Management
Ameritech Long Distance Industry Services
25189 Lahser Road, Room 210
Southfield, MI 48034

with a copy to:
Ameritech Long Distance Industry Services
Attention: General Counsel
225 W. Randolph Street, HQ27A
Chicago, Illinois 60606

For GTE:
GTE North Incorporated
Attention: Assistant Vice President/Associate General Counsel
600 Hidden Ridge - HQEWMNOTICES
Irving, TX 75038
Telephone number: 972/718-6361
Facsimile number: 972/718-3403
Internet Address: wmnotices@telops.gte.com

with a copy to:
GTE North Incorporated
Attention: Director-Wholesale Contract Compliance
Network Services
600 Hidden Ridge - HQEWMNOTICES
Irving, TX 75038
Telephone number: 972/718-5886
Facsimile number: 972/718-1519
Internet Address: wmnotices@telops.gte.com

or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three (3) days after mailing in the case of first class or certified U.S. mail.

SECTION XVIII
SURVIVAL

The provisions of Sections VI, VII, VIII and XIV shall remain in effect notwithstanding the termination of this Agreement, unless otherwise agreed in writing by the Parties.

SECTION XIX
ENTIRE AGREEMENT

This Agreement, including the Attachments and Appendices, constitutes the entire agreement between the Parties and supersedes all prior verbal or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter of the Agreement.

SECTION XX
DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATION OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC **QUALITY** OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER **THIS** AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF **MERCHANTABILITY** OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

Signed:

By:

Thomas D. Clark

Printed: Thomas D. Clark

Title: Director - Usage Management

Company: Ameritech Services, Inc.

Date:

8/23/99

By:

Connie Nicholas

Printed: Connie Nicholas

Title: AVP Wholesale Markets-Interconnection

Company: GTE North Incorporated

Date:

October 29, 1999

BY	
DEPT.	
78	7/5/99
ATTORNEY	DATE